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June 26, 2002

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Re: Notification of Subscriber Transfer  
CC Docket No. 00-257

Dear Ms. Dortch:

Pursuant to Section 64.1120(e)(2) of the Commission's Rules, this letter provides an update to the notification of the planned transfer of certain local exchange subscribers to BellSouth Telecommunications, Inc. ("BST"). As set forth in its letter notification filed with the Commission dated May 22, 2002, BST has entered into an agreement with Adelphia whereby BST will acquire some of Adelphia's local exchange customers (including local toll services).

This transfer is the result of Adelphia Business Solutions Operations, Inc. ("ABSO") and Adelphia Business Solutions of Kentucky, Inc. ("ABS") having recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BST region, have decided to discontinue providing local telephone service, local toll telephone service and long distance service to some customers.<sup>1</sup> ABSO and ABS provide such services in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and parts of Tennessee.<sup>2</sup> BST recently petitioned and received approval from the bankruptcy court for

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<sup>1</sup> It is BST's understanding that Adelphia will continue to provide service to facilities-based customers.

<sup>2</sup> Other Adelphia subsidiaries and affiliates provide such services in South Carolina, Florida, Louisiana, and Nashville, Tennessee. By letter dated June 3, 2002 BST provided the Commission notification of the transfer of customers in South Carolina, Florida, and Louisiana. At the time BST entered the purchase agreement with Adelphia, the Adelphia entity that serves the Nashville, Tennessee area was not in bankruptcy and its customers could have been transferred pursuant to the June 3, 2002 notification letter. BST, however, chose to notify and transfer all Tennessee customers at the same time. Accordingly, all Tennessee customers affected by the transfer will be notified and transferred pursuant to this notification.


Marlene H. Dortch  
Office of the Secretary  
June 26, 2002  
Page 2

permission to purchase the right to provide local exchange and local toll services to these customers in these states from Adelphia.

Accordingly, BST estimates that it will begin transferring affected subscribers in Georgia, Kentucky, Mississippi, and North Carolina that have not selected an alternative provider beginning July 31, 2002. BST estimates that it will begin transferring affected subscribers in Alabama and Tennessee that have not selected an alternative provider beginning August 31, 2002. BST will provide all transferred local exchange subscribers approximately the same local services they received from Adelphia at BST's approved rate structure. Each affected subscriber will have at least 30 days notice prior to the transfer.

BST certifies that it will provide advance subscriber notice in accordance with section 64.1120(e)(3). Further, BST will comply with the obligations specified in the notice and any other applicable statutory and Commission requirements that apply. The notification letter, including all attachments to that letter, for customers in Kentucky, Mississippi, and North Carolina is attached hereto as Exhibit A. The notification letter, including all attachments to that letter, for customers in Georgia is attached hereto as Exhibit B. The notification letter, including all attachments to that letter, for customers in Alabama and Tennessee is attached hereto as Exhibit C.

Should you have any questions, please do not hesitate to contact me.

Sincerely,  
  
Stephen L. Earnest

SLE:lb  
Enclosure

# Exhibit A



June 27, 2002

### **NOTICE OF TRANSFER OF TELEPHONE SERVICE**

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BellSouth Telecommunications, Inc. ("BellSouth") region (collectively "Adelphia"), have decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately July 31, 2002. In order to ensure that you continue to receive telephone service without disruption, Adelphia and BellSouth have entered into an agreement for BellSouth to provide your local telephone service and local toll service for your business, unless you choose another provider. *Adelphia recommends and endorses BellSouth to be your local telephone and local toll provider.* Upon receipt of this letter you may transfer your local telephone service and local toll service to BellSouth or any other carrier of your choice. If you have not transferred your service to BellSouth or another carrier by **July 31, 2002** (the "Selection Date"), then within the following ten (10) day period (the "Transfer Period"), your local telephone service and your local toll service will be transferred to BellSouth as outlined below in accordance with applicable rules of the Federal Communications Commission ("FCC") and your state public utility commission.

BellSouth, recipient of J.D. Power and Associates' prestigious award for highest customer satisfaction with Small Business Local Telephone Service Providers\*, looks forward to serving your communications needs with a wide variety of competitively priced products and services. BellSouth offers much more than just local phone service. From wireless to high-speed Internet access, voice messaging, wireless e-mail and more, BellSouth can provide you with a solution that's right for your small business. Since it can all be billed on your BellSouth bill, you will have only one provider to call. At BellSouth, our goal is to deliver the high-quality, affordable products and services you need to maximize your communications and grow your business. See the attached promotional materials for attractive offers concerning BellSouth products and services.

You have a choice in selecting your telephone service provider.

- 1) **If You Select BellSouth by the Selection Date:** Please contact BellSouth at (866) 709-6145 for business local telephone and local toll service as soon as possible. You will be able to retain your existing Adelphia telephone number with BellSouth service. BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. If you use Adelphia for long distance services and are in Georgia and Louisiana, you can now select BellSouth Long Distance ("BSLD") as your long distance carrier. BSLD has compelling, cost-effective long distance offers that are available where authorized. If you are outside of those two states, you will need to select another long distance carrier as BellSouth is not authorized to provide these services. If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.

\*J.D. Power and Associates 2001 Small Business Telecommunications Study<sup>SM</sup>. Study conducted among 2,511 business users with 2-99 employees.  
[www.jdpower.com](http://www.jdpower.com)

2) **If You Do Nothing by the Selection Date:** If you have not transferred your local and/or local toll service by the Selection Date, these services will be automatically transferred to BellSouth during the Transfer Period at no cost to you, and you will not experience any service outage. In accordance with the applicable rules of the FCC, services will be provided to you as follows:

a. **Local and Local Toll Services** – BellSouth will provide approximately the same local services as you were receiving with Adelphia at the BellSouth approved rate structure. In addition, BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. See attached summary of BellSouth local and local toll service terms and conditions for more details. These rates, terms and conditions will be applicable on the date BellSouth becomes your service provider. BellSouth will contact you by mail or telephone to advise of any post-transfer changes. In addition to the rate plans set forth in the summary, BellSouth has attractive pricing programs involving rewards for local service – see attached pricing and promotional materials for details.

**Long Distance Services** – If you use Adelphia for long distance services you must select another carrier, as these services will not be automatically switched. If you use Adelphia for long distance services and are in Georgia and Louisiana, you can, however, now select BSLD as your long distance carrier. BSLD has compelling, cost-effective long distance offers that are available where authorized. If you are outside of those two states, you will need to select another long distance carrier as BellSouth is not authorized to provide these services. If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.

b. **Service Adjustments** – You may make adjustments and changes to your service from BellSouth at any time by calling service representatives (per your billing statement).

3) **If You Select Another Provider before the Selection Date:** Please be aware that if you transfer your local service to a provider other than BellSouth, **you may incur a new connection charge**, and you must make arrangements with that service provider to transfer your service prior to the Selection Date.

If you have a preferred carrier freeze which prevents unsolicited changes to your local telephone and local toll service and have not contacted BellSouth or another provider by the Selection Date, the freeze will be lifted and your local and local toll service transferred to BellSouth. Please contact BellSouth to arrange for the freeze protection to be reinstated after the transfer if BellSouth is your carrier.

Adelphia will no longer make any new changes to your Adelphia telephone service. Adelphia has responsibility for handling any outstanding complaints or disputes that may exist between you and Adelphia or another carrier. You will be responsible for any account balance due Adelphia through the date of transfer. After the payment of your final bill to Adelphia, any deposits or credits that may be due to you from Adelphia will be sent to you within 30 days following the discontinuation of your telephone service.

If you have any questions regarding your Adelphia telephone service or the transfer of your service, please direct any questions you may have to Adelphia at the appropriate number listed below.

<b>Adelphia Contacts:</b>	Tampa, FL (877) 780-0884	Mobile, AL (877) 368-5992	Louisville, KY (502) 515-1000	Jackson, MS (601) 914-1200
Lexington, KY (502) 514-1000	New Orleans, LA (504) 569-9220	Raleigh, NC (800) 990-8324	Columbia/Greenville, SC (877) 497-3746	South Florida (877) 208-2483
Nashville/Memphis, TN (615) 263-1100	Baton Rouge, LA (225) 612-1700	Jacksonville, FL (877) 239-6010	Orlando, FL/Charlotte, NC/Atlanta, GA (877) 279-3900	
Norfolk, VA (800) 491-9167	Richmond, VA (804) 915-2500	Roanoke, VA (877) 780-0220	Charlottesville, VA (877) 780-0220	

Adelphia will work with you to attempt to resolve any outstanding issues involving its service. If you have any questions about BellSouth's telephone services or features, please contact BellSouth at (866) 709-6145 or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness).

BellSouth looks forward to meeting your communications needs. Please see attached terms and conditions as well as promotional materials for attractive offers concerning BellSouth products and services.

Sincerely,

Adelphia

BellSouth

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE – KENTUCKY, MISSISSIPPI, NORTH CAROLINA**

As a service to our customers and in compliance with applicable requirements of the FCC and your state public service commission, BellSouth provides the following information concerning the terms and conditions of service:

- 1) Your business unlimited local telephone service will be billed at the following monthly tariff rates for BellSouth's single line flat rate business line service (depending on state and rate group):

State	Tariff Rate
Kentucky	\$35.00 - \$35.25
Mississippi	\$34.61 - \$43.00
North Carolina	\$26.81 - \$33.89

Prices for additional services such as caller ID, call waiting and voicemail also vary by state, and pricing can be provided by a BellSouth sales associate at (866) 709-6145.

You will pay only \$0.10 - \$0.25 per minute charge for in-state local toll calls (rates vary depending on state), with no monthly fees or usage minimums.

- 2) **Your business can receive a reward of at least 15% from the above BellSouth monthly local telephone service rates and other local tariffed services with a 36-month term election agreement if you qualify\*.** If you subscribe to hunting (rollover) service, you will also receive significantly reduced rates of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Kentucky	\$29.75 - \$29.96
Mississippi	\$29.42 - \$36.55
North Carolina	\$22.79 - \$28.81

BellSouth also offers Complete Choice for Business, a convenient package that combines unlimited local calling with over 20 additional features, for only \$53 - \$72 per line (depending on your location). This includes popular features such as caller ID, call waiting, call return, 3-way calling, and hunting/rollover (if applicable).

For more information on how BellSouth can help you with all your telecommunications needs, please call a BellSouth Small Business sales associate at (866) 709-6145, refer to the Customer Guides section of your BellSouth telephone directory, or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness). You can count on BellSouth to deliver a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most – your business.

\*Only available to BellSouth Small Business customers in specific areas without current volume and term or other contracts. Hunting reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE – KENTUCKY, MISSISSIPPI, NORTH CAROLINA**

- 3) Charges for late payment and returned checks – A late payment charge of 1.5-5% (depending on state) is applicable if payment is not made by the next bill date as reference in the Payment Information section of the telephone bill. There is a \$20-25 charge (depending on state) for returned checks. If late payment or returned check charges are applicable, they can be found in the Other Charges section and Monthly Statement section of the telephone bill.
- 4) Deposits and advance payments – If a deposit or advance payment is later required to continue local exchange service with BellSouth, the advance payment will appear in the Monthly Statement section of your telephone bill and the deposit will appear in the Payment Information section of your telephone bill. Information on interest accrual and refund of deposit can be found in the Tariffs and Notifications section of the BellSouth Small Business Services web site ([www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness)).
- 5) You may terminate your service at any time, subject to a minimum one-month's billing as set forth in BellSouth tariffs, unless you subscribe to a term election agreement. If you desire a term election agreement, you should receive applicable termination charges.

*Start receiving rewards now!*

*Team up with a dependable communications partner now!*

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*See inside for your opportunity to start saving now!*

 **Welcome to BellSouth®**

*Yesterday, today, and tomorrow, BellSouth proves its value to small businesses*



## Depend on BellSouth® to help you grow your business

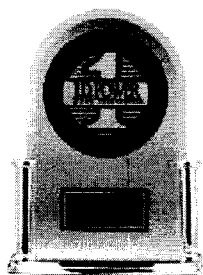
BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and reward plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth:

- **BellSouth® FastAccess® Business DSL**
- **data services**
- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising\***

### Ranked the highest for local service to small business

J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."\*\* This was the first ever survey of small



businesses' opinions of their telephone service providers by J.D. Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care.

### Service plans with savings for you

We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

### Start receiving rewards of at least 15% today if you qualify

Sign and detach the agreement at right, and fax it to 1-888-874-5012.

Or call 1-866-709-6145 to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you.



### BellSouth Key Customer Program Subscriber Election

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber located in Alabama, Kentucky, Louisiana, Mississippi, North Carolina, or South Carolina and has monthly total billed BellSouth regulated charges\* (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line and ISDN PRI charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and reward:

Monthly Billed BellSouth Regulated Charges*	Twenty-four (24) Month Term	Thirty-six (36) Month Term
\$75 – \$3,000.00	10%	15%
Hunting Bonus Reward	50%	100%

- \* The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
3. The Hunting Bonus Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service).
  4. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges\* (as defined in the applicable BellSouth tariffs) for the previous month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. Unless the Subscriber takes other action, all business local service will continue after the election term has expired after which Subscriber agrees to pay full tariffed charges.
  5. In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on such agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.

Monthly TBR at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 – \$149.99	\$25
\$150 – \$3,000	\$40

6. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
7. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
8. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
9. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunks).
10. This term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Version 061302

PLEASE RETAIN FOR YOUR RECORDS.

**YES!** I want to receive the specified rewards with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36-month ☐ 24-month

Company Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Signature **X** \_\_\_\_\_ Title: \_\_\_\_\_

(I understand that my signature constitutes my company's enrollment in the Key Customer Program under this term election agreement (under the conditions as set forth above and in this document). I have authority to commit my company to this term election agreement. Enrollment void under certain restrictions.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this agreement to 1-888-874-5012. If you have any questions please call 1-866-709-6145.

\*Provided by BellSouth Advertising and Publishing Corporation in The Real Yellow Pages and RealPages.com.

\*\*J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 2-99 employees. [www.jdpower.com](http://www.jdpower.com).  
© 2002 BellSouth Corporation. All service marks and trademarks contained herein are the property of BellSouth Intellectual Property Corporation or their respective owners.

# Exhibit B



June 27, 2002

## **NOTICE OF TRANSFER OF TELEPHONE SERVICE**

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BellSouth Telecommunications, Inc. ("BellSouth") region (collectively "Adelphia"), have decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately July 31, 2002. In order to ensure that you continue to receive telephone service without disruption, Adelphia and BellSouth have entered into an agreement for BellSouth to provide your local telephone service and local toll service for your business, unless you choose another provider. Upon receipt of this letter you may transfer your local telephone service and local toll service to the carrier of your choice. If you have not transferred your service to your carrier of choice by **July 31, 2002** (the "Selection Date"), then within the following ten (10) day period (the "Transfer Period"), your local telephone service and your local toll service will be transferred to BellSouth as outlined below in accordance with applicable rules of the Federal Communications Commission ("FCC") and your state public utility commission.

You have a choice in selecting your telephone service provider.

- 1) **If You Do Nothing by the Selection Date:** If you have not transferred your local and/or local toll service by the Selection Date, these services will be automatically transferred to BellSouth during the Transfer Period at no cost to you, and you will not experience any service outage. You will be able to retain your existing Adelphia telephone number with BellSouth service. In accordance with the applicable rules of the FCC, services will be provided to you as follows:
  - a. **Local and Local Toll Services** – BellSouth will provide approximately the same local services as you were receiving with Adelphia at the BellSouth approved rate structure. In addition, BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. See attached summary of BellSouth local and local toll service terms and conditions for more details. These rates, terms and conditions will be applicable on the date BellSouth becomes your service provider. BellSouth will contact you by mail or telephone to advise of any post-transfer changes.
  - b. **Long Distance Services** – If you use Adelphia for long distance services you must select another carrier, as these services will not be automatically switched to BellSouth Long Distance (BSLD). If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.
  - c. **Service Adjustments** – You may make adjustments and changes to your service from BellSouth at any time by calling service representatives (per your billing statement).
- 2) **If You Select Another Provider before the Selection Date:** Please be aware that if you transfer your local service to a provider other than BellSouth, Adelphia will issue a credit in the amount of the usual and customary new connection fee to your final bill or a refund will be sent to you within 30 days following the discontinuation of your telephone service. Please also be aware that you must make arrangements with that service provider to transfer your service prior to the Selection Date.

If you have a preferred carrier freeze which prevents unsolicited changes to your local telephone and local toll service and have not contacted BellSouth or another provider by the Selection Date, the freeze will be lifted and your local and local toll service transferred to BellSouth. Please contact BellSouth to arrange for the freeze protection to be reinstated after the transfer if BellSouth is your carrier.

Adelphia will no longer make any new changes to your Adelphia telephone service. Adelphia has responsibility for handling any outstanding complaints or disputes that may exist between you and Adelphia or another carrier. You will be responsible for any account balance due Adelphia through the date of transfer. After the payment of your final bill to Adelphia, any deposits or credits that may be due to you from Adelphia will be sent to you within 30 days following the discontinuation of your telephone service.

If you have any questions regarding your Adelphia telephone service or the transfer of your service, please direct any questions you may have to Adelphia at the appropriate number listed below.

<b>Adelphia Contacts:</b>	Tampa, FL (877) 780-0884	Mobile, AL (877) 368-5992	Louisville, KY (502) 515-1000	Jackson, MS (601) 914-1200
Lexington, KY (502) 514-1000	New Orleans, LA (504) 569-9220	Raleigh, NC (800) 990-8324	Columbia/Greenville, SC (877) 497-3746	South Florida (877) 208-2483
Nashville/Memphis, TN (615) 263-1100	Baton Rouge, LA (225) 612-1700	Jacksonville, FL (877) 239-6010	Orlando, FL/Charlotte, NC/Atlanta, GA (877) 279-3900	
Norfolk, VA (800) 491-9167	Richmond, VA (804) 915-2500	Roanoke, VA (877) 780-0220	Charlottesville, VA (877) 780-0220	

Adelphia will work with you to attempt to resolve any outstanding issues involving its service. If you have any questions about BellSouth's telephone services or features, please contact BellSouth at (866) 709-6145 or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness).

BellSouth looks forward to meeting your communications needs. Please see attached terms and conditions as well as promotional materials for attractive offers concerning BellSouth products and services.

Sincerely,

Adelphia

BellSouth

## **BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE – GEORGIA**

As a service to our customers and in compliance with applicable requirements of the FCC and your state public service commission, BellSouth provides the following information concerning the terms and conditions of service:

- 1) Your business unlimited local telephone service will be billed at the following monthly tariff rates for BellSouth's single line flat rate business line service (depending on state and rate group):

State	Tariff Rate
Georgia	\$24.90 - \$48.30

Prices for additional services such as caller ID, call waiting and voicemail also vary by state, and pricing can be provided by a BellSouth sales associate at (866) 709-6145.

You will pay only \$0.10 - \$0.25 per minute charge for in-state local toll calls (rates vary depending on state), with no monthly fees or usage minimums.

- 2) **Your business can receive a reward of at least 20% from the above BellSouth monthly local telephone service rates and other local tariffed services with a 36-month term election agreement if you qualify\*.** If you subscribe to hunting (rollover) service, you will also receive significantly reduced rates of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Georgia	\$19.92 - \$38.64

BellSouth also offers Complete Choice for Business, a convenient package that combines unlimited local calling with over 20 additional features, for only \$53 - \$72 per line (depending on your location). This includes popular features such as caller ID, call waiting, call return, 3-way calling, and hunting/rollover (if applicable).

For more information on how BellSouth can help you with all your telecommunications needs, please call a BellSouth Small Business sales associate at (866) 709-6145, refer to the Customer Guides section of your BellSouth telephone directory, or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness). You can count on BellSouth to deliver a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most – your business.

\*Only available to BellSouth Small Business customers in specific areas without current volume and term or other contracts. Hunting reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL  
TOLL SERVICE – GEORGIA**

- 3) Charges for late payment and returned checks – A late payment charge of 1.5-5% (depending on state) is applicable if payment is not made by the next bill date as reference in the Payment Information section of the telephone bill. There is a \$20-25 charge (depending on state) for returned checks. If late payment or returned check charges are applicable, they can be found in the Other Charges section and Monthly Statement section of the telephone bill.
- 4) Deposits and advance payments – If a deposit or advance payment is later required to continue local exchange service with BellSouth, the advance payment will appear in the Monthly Statement section of your telephone bill and the deposit will appear in the Payment Information section of your telephone bill. Information on interest accrual and refund of deposit can be found in the Tariffs and Notifications section of the BellSouth Small Business Services web site ([www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness)).
- 5) You may terminate your service at any time, subject to a minimum one-month's billing as set forth in BellSouth tariffs, unless you subscribe to a term election agreement. If you desire a term election agreement, you should receive applicable termination charges.

*Start receiving rewards now!*

*Team up with a dependable communications partner now!*

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*See inside for your opportunity to start saving now!*

 **Welcome to BellSouth®**

*Yesterday, today, and tomorrow, BellSouth proves its value to small businesses*

## Depend on BellSouth® to help you grow your business

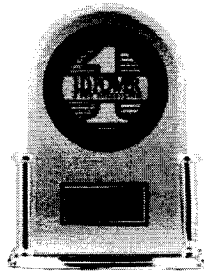
BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and reward plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth:

- **BellSouth® FastAccess® Business DSL**
- **data services**
- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising\***

### Ranked the highest for local service to small business

J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."\*\* This was the first ever survey of small



businesses' opinions of their telephone service providers by J.D. Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care.

### Service plans with savings for you

We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

### Start receiving rewards of at least 20% today if you qualify

Sign and detach the agreement at right, and fax it to 1-888-874-5012.

Or call 1-866-709-6145 to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you.



### BellSouth Key Customer Program Subscriber Election — Georgia

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly total billed BellSouth regulated charges\* (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line and ISDN PRI charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and discount:

Monthly Billed BellSouth Regulated Charges†	Twenty-Four (24) Month Term	Thirty-six (36) Month Term
\$75 – \$3,000.00	10%	20%
Hunting Bonus Reward*	50%	100%

\*The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service)
4. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges\* (as defined in the applicable BellSouth tariffs) for the previous month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. Unless the Subscriber takes other action, all business local service will continue after the election term has expired after which Subscriber agrees to pay full tariffed charges.
5. In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on such agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.

Monthly TBR at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 – \$149.99	\$25
\$150 – \$3,000	\$40

6. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
7. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
8. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
9. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalent and trunks).
10. This term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Version 061302

PLEASE RETAIN FOR YOUR RECORDS

**YES!** I want to receive the specified rewards with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36-month ☐ 24-month

Company Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Signature ☒ \_\_\_\_\_ Title: \_\_\_\_\_

(I understand that my signature constitutes my company's enrollment in the Key Customer Program under this term election agreement (under the conditions as set forth above and in this document). I have authority to commit my company to this term election agreement. Enrollment void under certain restrictions.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this agreement to 1-888-874-5012. If you have any questions please call 1-866-709-6145.

\*Provided by BellSouth Advertising and Publishing Corporation in The Real Yellow Pages and RealPages.com.

\*\*J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 2-99 employees. [www.jdpower.com](http://www.jdpower.com).

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## **BellSouth® Long Distance is now available for your business!**

**No matter what your business needs, BellSouth has a Long Distance plan that's right for you.**

***Domestic plans that save and simplify.***

**BellSouth® Business Fixed Rate plans** — low per-minute rates for calls made anytime across the U.S.

**BellSouth® Business Monthly Saver plan** — commit to a monthly spending level, so the more you call the lower your per-minute rate

**See reverse for additional savings.**

***Our International plans extend your business's reach to over 220 countries.***

**BellSouth® International Fixed Rate plan** — flat, competitive international rates anytime you make international calls\*

**BellSouth® Business Country Select<sup>SM</sup> plan** — great rates for international calls to the one country of your choice\*

**BellSouth® International Advantage plan** — aggressive international rates, with no monthly fee when you spend at least \$150 a month on international calls\*

**BellSouth has a variety of additional calling plans that can maximize your savings.**

To choose your long distance plan, call **1-866-709-6145** now to learn more.



***It's easy to save even more on BellSouth® Long Distance. Here's how...***

Now you can maximize your Long Distance savings when you choose a Term Election Agreement for your local BellSouth® phone service, BellSouth® Complete Choice® for Business, or BellSouth® FastAccess® Business DSL.\*\* If you do, you will be eligible for our money-saving Long Distance plan — the **BellSouth® Business Preferred Rate plan**. Benefits of this plan include:

- The more you call, the more you save — your rate adjusts automatically every month
- Same great rate whether you call within the state or across the U.S.
- One simple bill, one number to call — one point of contact for all your communication needs

For more information or to order any of these services, call **1-866-709-6145**. See information in the enclosed brochure regarding a **Term Election Agreement for Local Exchange Service**. Then sign and fax the BellSouth Subscriber Term Election Agreement.

**Turn over for other BellSouth Long Distance plans.**

\*Rates vary by country. \*\*Eligibility for BellSouth® Business Preferred Rate plan is based on your having BellSouth® Complete Choice® for Business, Term Election Agreement for BellSouth® Local Exchange Service or BellSouth® FastAccess® Business DSL.

Rates apply to direct dialed calls. Per minute rates vary by calling plan and monthly fee may apply. Long Distance is provided by BellSouth Long Distance, Inc. BellSouth® Long Distance currently available for BellSouth customers only in Georgia and Louisiana. Terms and conditions apply. Key Customer Program Term Election Agreement offer expires December 31, 2002. Not all customers may qualify for the Term Election Agreement for Local Exchange Service or BellSouth® FastAccess® Business DSL.

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**Learn more today!**

**Call 1-866-709-6145**

**to speak with a  
BellSouth®  
Sales Associate**

 **BELLSOUTH®**

BSBBS2002

# Exhibit C



July 27, 2002

**NOTICE OF TRANSFER OF TELEPHONE SERVICE**

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BellSouth Telecommunications, Inc. ("BellSouth") region (collectively "Adelphia"), have decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately August 31, 2002. In order to ensure that you continue to receive telephone service without disruption, Adelphia and BellSouth have entered into an agreement for BellSouth to provide your local telephone service and local toll service for your business, unless you choose another provider. *Adelphia recommends and endorses BellSouth to be your local telephone and local toll provider.* Upon receipt of this letter you may transfer your local telephone service and local toll service to BellSouth or any other carrier of your choice. If you have not transferred your service to BellSouth or another carrier by **August 31, 2002** (the "Selection Date"), then within the following ten (10) day period (the "Transfer Period"), your local telephone service and your local toll service will be transferred to BellSouth as outlined below in accordance with applicable rules of the Federal Communications Commission ("FCC") and your state public utility commission.

BellSouth, recipient of J.D. Power and Associates' prestigious award for highest customer satisfaction with Small Business Local Telephone Service Providers\*, looks forward to serving your communications needs with a wide variety of competitively priced products and services. BellSouth offers much more than just local phone service. From wireless to high-speed Internet access, voice messaging, wireless e-mail and more, BellSouth can provide you with a solution that's right for your small business. Since it can all be billed on your BellSouth bill, you will have only one provider to call. At BellSouth, our goal is to deliver the high-quality, affordable products and services you need to maximize your communications and grow your business. See the attached promotional materials for attractive offers concerning BellSouth products and services.

You have a choice in selecting your telephone service provider.

- 1) **If You Select BellSouth by the Selection Date:** Please contact BellSouth at (866) 709-6145 for business local telephone and local toll service as soon as possible. You will be able to retain your existing Adelphia telephone number with BellSouth service. BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. If you use Adelphia for long distance services and are in Georgia and Louisiana, you can now select BellSouth Long Distance ("BSLD") as your long distance carrier. BSLD has compelling, cost-effective long distance offers that are available where authorized. If you are outside of those two states, you will need to select another long distance carrier as BellSouth is not authorized to provide these services. If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.

\*J.D. Power and Associates 2001 Small Business Telecommunications Study<sup>SM</sup>. Study conducted among 2,511 business users with 2-99 employees.  
[www.jdpower.com](http://www.jdpower.com)

2) **If You Do Nothing by the Selection Date:** If you have not transferred your local and/or local toll service by the Selection Date, these services will be automatically transferred to BellSouth during the Transfer Period at no cost to you, and you will not experience any service outage. In accordance with the applicable rules of the FCC, services will be provided to you as follows:

- a. **Local and Local Toll Services** – BellSouth will provide approximately the same local services as you were receiving with Adelphia at the BellSouth approved rate structure. In addition, BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. See attached summary of BellSouth local and local toll service terms and conditions for more details. These rates, terms and conditions will be applicable on the date BellSouth becomes your service provider. BellSouth will contact you by mail or telephone to advise of any post-transfer changes. In addition to the rate plans set forth in the summary, BellSouth has attractive pricing programs involving rewards for local service – see attached pricing and promotional materials for details.

**Long Distance Services** – If you use Adelphia for long distance services you must select another carrier, as these services will not be automatically switched. If you use Adelphia for long distance services and are in Georgia and Louisiana, you can, however, now select BSLD as your long distance carrier. BSLD has compelling, cost-effective long distance offers that are available where authorized. If you are outside of those two states, you will need to select another long distance carrier as BellSouth is not authorized to provide these services. If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.

- b. **Service Adjustments** – You may make adjustments and changes to your service from BellSouth at any time by calling service representatives (per your billing statement).

3) **If You Select Another Provider before the Selection Date:** Please be aware that if you transfer your local service to a provider other than BellSouth, **you may incur a new connection charge**, and you must make arrangements with that service provider to transfer your service prior to the Selection Date.

If you have a preferred carrier freeze which prevents unsolicited changes to your local telephone and local toll service and have not contacted BellSouth or another provider by the Selection Date, the freeze will be lifted and your local and local toll service transferred to BellSouth. Please contact BellSouth to arrange for the freeze protection to be reinstated after the transfer if BellSouth is your carrier.

Adelphia will no longer make any new changes to your Adelphia telephone service. Adelphia has responsibility for handling any outstanding complaints or disputes that may exist between you and Adelphia or another carrier. You will be responsible for any account balance due Adelphia through the date of transfer. After the payment of your final bill to Adelphia, any deposits or credits that may be due to you from Adelphia will be sent to you within 30 days following the discontinuation of your telephone service.

If you have any questions regarding your Adelphia telephone service or the transfer of your service, please direct any questions you may have to Adelphia at the appropriate number listed below.

<b>Adelphia Contacts:</b>	Tampa, FL (877) 780-0884	Mobile, AL (877) 368-5992	Louisville, KY (502) 515-1000	Jackson, MS (601) 914-1200
Lexington, KY (502) 514-1000	New Orleans, LA (504) 569-9220	Raleigh, NC (800) 990-8324	Columbia/Greenville, SC (877) 497-3746	South Florida (877) 208-2483
Nashville/Memphis, TN (615) 263-1100	Baton Rouge, LA (225) 612-1700	Jacksonville, FL (877) 239-6010	Orlando, FL/Charlotte, NC/Atlanta, GA (877) 279-3900	
Norfolk, VA (800) 491-9167	Richmond, VA (804) 915-2500	Roanoke, VA (877) 780-0220	Charlottesville, VA (877) 780-0220	

Adelphia will work with you to attempt to resolve any outstanding issues involving its service. If you have any questions about BellSouth's telephone services or features, please contact BellSouth at (866) 709-6145 or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness).

BellSouth looks forward to meeting your communications needs. Please see attached terms and conditions as well as promotional materials for attractive offers concerning BellSouth products and services.

Sincerely,

Adelphia

BellSouth

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE – ALABAMA**

As a service to our customers and in compliance with applicable requirements of the FCC and your state public service commission, BellSouth provides the following information concerning the terms and conditions of service:

- 1) Your business unlimited local telephone service will be billed at the following monthly tariff rates for BellSouth's single line flat rate business line service (depending on state and rate group):

State	Tariff Rate
Alabama	\$35.79 - \$36.23

Prices for additional services such as caller ID, call waiting and voicemail also vary by state, and pricing can be provided by a BellSouth sales associate at (866) 709-6145.

You will pay only \$0.10 - \$0.25 per minute charge for in-state local toll calls (rates vary depending on state), with no monthly fees or usage minimums.

- 2) **Your business can receive a reward of at least 15% from the above BellSouth monthly local telephone service rates and other local tariffed services with a 36-month term election agreement if you qualify\*.** If you subscribe to hunting (rollover) service, you will also receive significantly reduced rates of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Alabama	\$30.42 - \$30.80

BellSouth also offers Complete Choice for Business, a convenient package that combines unlimited local calling with over 20 additional features, for only \$53 - \$72 per line (depending on your location). This includes popular features such as caller ID, call waiting, call return, 3-way calling, and hunting/rollover (if applicable).

For more information on how BellSouth can help you with all your telecommunications needs, please call a BellSouth Small Business sales associate at (866) 709-6145, refer to the Customer Guides section of your BellSouth telephone directory, or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness). You can count on BellSouth to deliver a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most – your business.

\*Only available to BellSouth Small Business customers in specific areas without current volume and term or other contracts. Hunting reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL  
TOLL SERVICE – ALABAMA**

- 3) Charges for late payment and returned checks – A late payment charge of 1.5-5% (depending on state) is applicable if payment is not made by the next bill date as reference in the Payment Information section of the telephone bill. There is a \$20-25 charge (depending on state) for returned checks. If late payment or returned check charges are applicable, they can be found in the Other Charges section and Monthly Statement section of the telephone bill.
- 4) Deposits and advance payments – If a deposit or advance payment is later required to continue local exchange service with BellSouth, the advance payment will appear in the Monthly Statement section of your telephone bill and the deposit will appear in the Payment Information section of your telephone bill. Information on interest accrual and refund of deposit can be found in the Tariffs and Notifications section of the BellSouth Small Business Services web site ([www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness)).
- 5) You may terminate your service at any time, subject to a minimum one-month's billing as set forth in BellSouth tariffs, unless you subscribe to a term election agreement. If you desire a term election agreement, you should receive applicable termination charges.

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL  
TOLL SERVICE – TENNESSEE**

As a service to our customers and in compliance with applicable requirements of the FCC and your state public service commission, BellSouth provides the following information concerning the terms and conditions of service:

- 1) Your business unlimited local telephone service will be billed at the following monthly tariff rates for BellSouth's single line flat rate business line service (depending on state and rate group):

State	Tariff Rate
Tennessee	\$27.05 - \$39.70

Prices for additional services such as caller ID, call waiting and voicemail also vary by state, and pricing can be provided by a BellSouth sales associate at (866) 709-6145.

You will pay only \$0.10 - \$0.25 per minute charge for in-state local toll calls (rates vary depending on state), with no monthly fees or usage minimums.

- 2) **Your business can receive a reward of at least 20% from the above BellSouth monthly local telephone service rates and other local tariffed services with a 36-month term election agreement if you qualify\***. If you subscribe to hunting (rollover) service, you will also receive significantly reduced rates of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Tennessee	\$21.64 - \$31.76

BellSouth also offers Complete Choice for Business, a convenient package that combines unlimited local calling with over 20 additional features, for only \$53 - \$72 per line (depending on your location). This includes popular features such as caller ID, call waiting, call return, 3-way calling, and hunting/rollover (if applicable).

For more information on how BellSouth can help you with all your telecommunications needs, please call a BellSouth Small Business sales associate at (866) 709-6145, refer to the Customer Guides section of your BellSouth telephone directory, or visit our web site at [www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness). You can count on BellSouth to deliver a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most – your business.

\*Only available to BellSouth Small Business customers in specific areas without current volume and term or other contracts. Hunting reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.



**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL  
TOLL SERVICE – TENNESSEE**

- 3) Charges for late payment and returned checks – A late payment charge of 1.5-5% (depending on state) is applicable if payment is not made by the next bill date as reference in the Payment Information section of the telephone bill. There is a \$20-25 charge (depending on state) for returned checks. If late payment or returned check charges are applicable, they can be found in the Other Charges section and Monthly Statement section of the telephone bill.
- 4) Deposits and advance payments – If a deposit or advance payment is later required to continue local exchange service with BellSouth, the advance payment will appear in the Monthly Statement section of your telephone bill and the deposit will appear in the Payment Information section of your telephone bill. Information on interest accrual and refund of deposit can be found in the Tariffs and Notifications section of the BellSouth Small Business Services web site ([www.bellsouth.com/smallbusiness](http://www.bellsouth.com/smallbusiness)).
- 5) You may terminate your service at any time, subject to a minimum one-month's billing as set forth in BellSouth tariffs, unless you subscribe to a term election agreement. If you desire a term election agreement, you should receive applicable termination charges.

*Start receiving rewards now!*

*Team up with a dependable communications partner now!*

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*See inside for your opportunity to start saving now!*

 **Welcome to BellSouth®**

*Yesterday, today, and tomorrow, BellSouth proves its value to small businesses*

## Depend on BellSouth® to help you grow your business

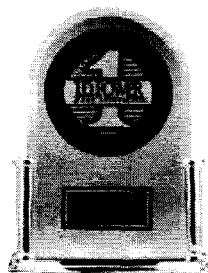
BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and reward plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth:

- **BellSouth® FastAccess® Business DSL**
- **data services**
- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising\***

### Ranked the highest for local service to small business

J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."\*\*\* This was the first ever survey of small



businesses' opinions of their telephone service providers by J.D. Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care.

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We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

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Sign and detach the agreement at right, and fax it to **1-888-874-5012**.

Or call **1-866-709-6145** to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you.



### BellSouth Key Customer Program Subscriber Election

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber located in Alabama, Kentucky, Louisiana, Mississippi, North Carolina, or South Carolina and has monthly total billed BellSouth regulated charges\* (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line and ISDN PRI charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and reward:

Monthly Billed BellSouth Regulated Charges*	Twenty-Four (24) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	10%	15%
Hunting Bonus Reward	50%	100%

\*The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service).
4. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges\* (as defined in the applicable BellSouth tariffs) for the previous month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. Unless the Subscriber takes other action, all business local service will continue after the election term has expired after which Subscriber agrees to pay full tariffed charges.
5. In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on such agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.

Monthly TBR at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 - \$149.99	\$25
\$150 - \$3,000	\$40

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8. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
9. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunks).
10. This term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Version 061302

PLEASE RETAIN FOR YOUR RECORDS.

**YES!** I want to receive the specified rewards with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36-month ☐ 24-month

Company Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature **X** \_\_\_\_\_ Title: \_\_\_\_\_

I understand that my signature constitutes my company's enrollment in the Key Customer Program under this term election agreement (under the conditions as set forth above and in this document). I have authority to commit my company to this term agreement. Enrollment void under certain restrictions.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this agreement to 1-888-874-5012. If you have any questions please call 1-866-709-6145.

\*Provided by BellSouth Advertising and Publishing Corporation in The [Logo] Yellow Pages and RealPages.com.

\*\*\*J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 2-99 employees. [www.jdpower.com](http://www.jdpower.com).

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BellSouth offers a wide variety of services, products and reward plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth:

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- **web hosting**
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- **equipment**
- **advertising\***

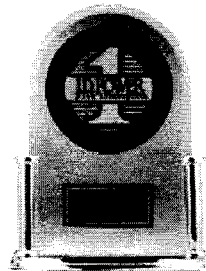
### Ranked the highest for local service to small business

J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."\*\* This was the first ever survey of small

\*Provided by BellSouth Advertising and Publishing Corporation in The Real Yellow Pages and RealPages.com.

\*\*J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 2-99 employees. [www.jdpower.com](http://www.jdpower.com).  
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businesses' opinions of their telephone service providers by J.D. Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care.

### Service plans with savings for you

We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

### Start receiving rewards of at least 20% today if you qualify

Sign and detach the agreement at right, and fax it to 1-888-874-5012.

Or call 1-866-709-6145 to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you.



### BellSouth 2002 Key Customer Program Subscriber Election Agreement — Tennessee

The undersigned Subscriber desires to participate in the BellSouth 2002 Key Customer Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly total billed BellSouth regulated charges\* (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line and ISDN PRI charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G.S.S.T.) or Private Line Services Tariff (P.L.S.T.) for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and reward:

Monthly Billed BellSouth Regulated Charges†	Twenty-four (24) Month Term	Thirty-six (36) Month Term
\$75.00 – \$3,000.00	10%	20%
Hunting Bonus Discount	50%	100%

\*The total billed charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations in Tennessee excluding: non-regulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Grouping Service).
4. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges\* (as defined in the applicable BellSouth tariffs) for that particular month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. Unless the Subscriber takes other action, all business local service will continue after the election term has expired after which Subscriber agrees to pay full tariffed charges.
5. Estimated total savings for the life of this term election is \$ \_\_\_\_\_.  
(Based on the information available at the start of this election period); customer will receive savings actually incurred.
6. Should Subscriber terminate this election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of rewards received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived nonrecurring charges; or (2) six percent (6%) of the total election amount. Should the Subscriber elect to terminate this agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$ \_\_\_\_\_. In any event, the estimated termination liability charge will not exceed this amount. Should the Subscriber elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated as described above and based on information available at the time of termination. The same termination provisions will apply to all underlying services.
7. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
8. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
9. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
10. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunks).
11. This Election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

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PLEASE RETAIN FOR YOUR RECORDS.

**YES!** I want to receive the specified rewards with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36-month ☐ 24-month

Company Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature ☒ \_\_\_\_\_ Title: \_\_\_\_\_

(I understand that my signature constitutes my company's enrollment in the Key Customer Program under this term election agreement (under the conditions as set forth above and in this document). I have authority to commit my company to this term agreement.) Enrollment void under certain restrictions.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this agreement to 1-888-874-5012. If you have any questions please call 1-866-709-6145.